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SHOOK, HARDY & BACON L.L.P.  
(MICROSOFT CORPORATION)  
INTELLECTUAL PROPERTY DEPARTMENT  
2555 GRAND BOULEVARD  
KANSAS CITY, MO 64108-2613

EXAMINER

TRAORE, FATOUMATA

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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.



### DETAILED ACTION

1. This is in response to amendment filed June 16, 2010. Claims 1-16, 18 and 30 -32 have been amended. Claim 17 have been cancelled. Claims 1-16 and 18-32 are pending and have been considered below.

### *Response to Arguments*

2. Applicant argument with respect to:” *Claims 1-16, 31, and 32 have been rejected under 35 U.S.C. § 101 as ostensibly being directed to non-statutory subject matter. Applicants have amended independent claims 1 and 31 herein to recite computer-readable storage media. Independent claim 32, as previously presented, recites a computer-readable storage medium. Thus, each of independent claims 1, 31, and 32 are Beauregard (computer-readable media) claims, which have been and are proper claims, a point illustrated in a recent final decision of the Board of Patent Appeals and Interferences that expressly approved computer readable storage medium of Beauregard claims. See Ex parte Bo Li, Appeal 2008- 1213 (BPAI 2008), and which is post Bilski. Further, MPEP § 2106.01 I. states that “[w]hen a computer program is recited in conjunction with a physical structure, such as a computer memory, USPTO personnel should treat the claim as a product claim.” As such, Applicants respectfully submit that independent claims 1, 31, and 32 recite statutory subject matter and request withdrawal of the 35 U.S.C. § 101 rejection thereof*” is not persuasive because:

- a. Regarding Claims 1-16, Applicant amendment did not overcome the 101 rejection , Applicant amended the claims to recite the following limitations “***One or more computer-readable media having computer-executable instructions embodied thereon***

*that, when executed*’ rejection since computer readable media has not been defined in applicant specification and can be broadly interpret as including signal see paragraph 2, to overcome the 101 rejection the examiner suggest the use of “*a computer readable storage medium*” which have been defined in applicant specification to include tangible computer readable media.

b. Regarding claim 31 and 32, the examiner notes that claims 31 and 33 are directed toward data packet. A data packet is not a program and can not be execute, storing a data packet on a computer readable storage medium is like store a word document in a readable storage medium. Therefore storing a document in conjunction with a physical structure can not be treat as a product claim.

c. Regarding claim 30: the amendment to overcome the 112 rejection with respect to the means for clause has created a new 101 rejection since applicant's component are software per se see page 6 paragraph 2. The previous 112 rejection has been withdrawn and claim 30 is now rejected under 35 USC § 101.

3. *Applicant contended that "Reunert et al is not citable as a prior art reference under [based upon] 35 U.S.C 103(c)." Applicant states. "Reunert et al is under an obligation of assignment to Microsoft Corporation as is the subject application." The examiner respectfully disagrees because of the following reasons:*

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It should be noted that The burden of establishing that subject matter is disqualified as prior art is placed on applicant once the examiner has established a prima facie case of obviousness based on the subject matter. For example, the fact that the reference and the application have the same assignee is not, by itself, sufficient evidence to disqualify the prior art under 35 U.S.C. 103(c). There must be a statement that the common ownership was "at the time the invention was made." See MPEP 706.02(I) (1)1. Accordingly, the Reunert et al reference is still applied and considered to be prior art until such statement is provided.

4. *With regard to Zothner fails to describe an application programming interface (API) packet to identify a first partner or a security credential packet to facilitate authorization of the first partner, as recited by amended independent claim 31. As such, it is respectfully submitted that Zothner fails to describe all of the claim limitations of independent claim 18 and amended independent claim 31. Accordingly, Applicants submit that independent claim 18 and amended independent claim 31 are patentable over Zothner. Applicants respectfully request withdrawal of the 35 U.S.C. § 103(a) rejection of independent claim 18 and amended independent claim 31. Independent claim 18 and amended independent claim 31 are believed to be in condition for allowance and such favorable action is hereby respectfully requested.*

The argument is not persuasive, as disclosed in the non final office action mailed 03/16/2010, Reunert et al describe an application programming interface (API) packet to identify a first partner or a security credential packet to facilitate authorization of the first partner(column 8, lines 20-45) . Zothner teaches Inheriting the security options by object

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members of the class (column 9, lines line 55 to column 10, line 10; column 17, lines 53-65).

5. In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

***Claim Rejections - 35 USC § 101***

6. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1-16 and 30 are system claims, however the examiner notes that all of the components of the system are software per se which the applicant has defined in the specification (page 6, lines 11-25) to encompass a process running on a processor, a processor, an object, an executable, a thread of execution, a program, and/or a computer. A computer program is not a series of steps or acts and this is not a process. A computer program is not a physical article or object and as such is not a machine or manufacture. A computer program is not a combination of substances and therefore not a compilation of matter. Thus, a computer program by itself does not fall within any of the four categories of invention. Therefore, Claim 1-16 are not statutory.

Claims 31 and 32 are directed data packet and or a data structure stored on a computer storage medium, however the examiner notes that a data packet or data structure are not program and can not be executes. A data packet/data structure is not a series of steps or acts and this is not a process. A data packet is not a physical article or object and as such is not a machine

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or manufacture. A data packet is not a combination of substances and therefore not a compilation of matter. Thus, data packet stored in a computer readable storage medium does not fall within any of the four categories of invention. Therefore, Claims 31 and 32 are not statutory.

***Claim Rejections - 35 USC § 103***

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. Claims 1-6 and 18-32 are rejected under 35 U.S.C. 103(a) as being unpatentable over Reunert et al (US 7,418,426) in view of .

***Claims 1 and 30:*** Reunert et al discloses one or more computer-readable media having Computer-executable instructions embodied thereon that, when executed, provide a system that facilitates access to a plurality of shared software objects by disparate entities, the system comprising(*column 3, lines 50-60*), comprising:

- i. a platform component executed by a computing device having a processor and a memory, that receives a request from a first entity to access one of the plurality of shared software object, wherein the first entity is attempting to convert a subscription from a second type of a second entity to a first type of the first entity(*column 8, lines 1-20; column 12, lines 47-54, lines 60-65*);
- ii. a data store that stores security information on one or more classes of plurality of shared software objects, , and wherein the security information

includes a security parameter that indicates whether the first entity is permitted to convert the subscription from the second type to the first type(column 7, lines 10-27); and

iii. a verification component that employs the security information to verify that the first entity has permission to call an Application Programming Interface (API) for the one of the plurality of shared software objects to convert the subscription from the second type to the first type(*column 7, lines 1-10; column 15, lines 43-45*), wherein the verification component prevents the first entity from calling the API when the security parameter indicates that the first entity is not permitted to convert the subscription from the second type to the first type and the verification allows the first entity to call the API when the security parameter indicates that the first entity is permitted to convert the subscription from the second type to the first type(column 6, line 65 to column 7, line 10).

Reunert et al is silent about inheriting the security options by object members of the class. However, Zothner discloses a method for notification subscription filtering based on user role, which further discloses:

i. Wherein the security information on each of the one or more classes is inherited by one or more shared software objects in each class(column 9, line 55 to column 10, line 10; *column 17, lines 53-65*).

Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made for Reunert et al to include inheriting security options. One



would have been motivated to do in order to reduce development cost (see column 2, lines 62-67 of Zothner).

ii.

**Claim 2:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose wherein the verification component exposes the one of the plurality of shared software objects to the entity if permission exists (*column 4, lines 21-35*).

**Claim 3:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose wherein that the verification component masks the one of the plurality of shared software objects from the entity if permission does not exist (*column 4, lines 21-35*).

**Claim 4:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose wherein the platform component further comprises a Subscription Platform Service to facilitate automated billing and provisioning of accounts(*column 3, lines 50-65*).

**Claim 5:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose that the verification component facilitates that the entity receive full access to Application Programming Interfaces (APIs) and/or objects for which there is a business need and partial or limited access to other APIs or business objects(*column 6, lines 6-20*).

**Claim 6:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose wherein the data store provides default or determined security

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information related to at least a portion of the one ore more classes (*column 13, lines 19-25*).

**Claim 7:** Reunert et al and Zothner disclose a system as in claim 6 above, and Reunert et al further disclose wherein the system further comprises a component to override the default security information with higher or different security options (*column 13, lines 1-15*).

**Claim 8:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose wherein the system further comprises a proxy tenant component having an intermediate entity places calls into a subscription platform service on behalf of another entity and achieves access to selected objects of the plurality of shared software objects in order for the another entity to complete a subscription purchase (*column 4, lines 20-35*).

**Claim 9:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose wherein the system further comprises a management portal to facilitate authorization of information (*column 15, lines 40-45*).

**Claim 10:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose a component to provide an explicit security mapping for a one of the plurality of shared software objects (*column 13, lines 32-40*).

**Claim 11:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose wherein a component to enable an implicit security mapping from an explicitly mapped one of the plurality of shared software objects or to derive an implied

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security permission by utilizing related objects of the plurality of shared software objects (*column 13, lines 32-40*).

**Claim 12:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose wherein the verification component employs operating system identities to facilitate security authorization procedures (*column 15, lines 40-45*).

**Claim 13:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose that the system further comprises at least one of a sign-up API caller, an account management API caller, and a customer care API caller (*Fig. 1 items 60-70*).

**Claim 14:** Reunert et al and Zothner disclose a system as in claim 13 above, and Reunert et al further disclose wherein the system further comprises at least one API related to at least one of a sign-up API group, an account management API group, a customer care API group, and an object designer API group (*Fig. 1, items 60-70*).

**Claim 15:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose wherein the system further comprises authorization logic that determines whether an API can access an object via an access rights set (*column 15, lines 40-45*).

**Claim 16:** Reunert et al and Zothner disclose a system as in claim 1 above, and Reunert et al further disclose that the system further comprising at least one of a restricted audience offer, a conversion component, and a payment instrument component (*column 8, lines 55-65*).

**Claim 18:** Reunert et al disclose a method to facilitate security for subscription objects, comprising:

- i. Storing one or more security options in a database, at least a portion of the one or more security options being related to an automated billing and provisioning system, wherein at least a portion of the one or more security options includes at least conversion of a subscription from a first type associated with a first tenant to a second type associated with a second tenant, and wherein one or more of the security option indicate allow ability of the second tenant to convert the subscription type from the first type to the second type *column 8, lines 50-60; column 12, lines 47-54, lines 60-65*);
- ii. Assigning one or more of the security options to a class(*column 8, lines 20-45*); and

Reunert et al is silent about inheriting the one or more security options assigned to the class by object members of the class. However, Zothner discloses a method for notification subscription filtering based on user role, which further discloses:

Inheriting one or more the security options assigned to the class by object members of the class(*column 17, lines 53-65*).

Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made for Reunert et al to include inheriting security options. One would have been motivated to do in order to reduce development cost (see column 2, lines 62-67 of Zothner).

**Claim 19:** Reunert et al and Zothner disclose the method as in claim 18 above, and Zothner further discloses that the method further comprising at least one of explicitly and implicitly assigning one or more of the security options to the object members of the

*class(column 3, lines 35-55).*

**Claim 20:** Reunert et al and Zothner disclose the method as in claim 18 above, and Zothner further discloses that the further comprising accessing the database via an application-programming interface (API) (*column 15, lines 40-45*).

**Claim 21:** Reunert et al and Zothner disclose the method as in claim 20 above, and Reunert further disclose that the method further comprising automatically authorizing the API (*column 6, lines 6-20*).

**Claim 22:** Reunert et al and Zothner disclose the method as in claim 21 above, and Reunert further disclose that the method further comprising returning an error code if an authorization procedure fails(*column 21, lines 10-28*).

**Claim 23:** Reunert et al and Zothner disclose the method as in claim 21 above, and Reunert further disclose that the method further comprising analyzing a simple object access protocol request(*column 6, lines 33-48*).

**Claim 24:** Reunert et al and Zothner disclose the method as in claim 21 above, and Zothner further discloses that the method further comprising analyzing one or more security credentials(*column 8, lines 20-40*).

**Claim 25:** Reunert et al and Zothner disclose the method as in claim 24 above, and Reunert further disclose that the method further comprising employing a cache to process the credentials(*column 8, lines 20-40*).

**Claim 26:** Reunert et al and Zothner disclose the method as in claim 18 above, and Reunert further disclose wherein the automated billing and provisioning system further comprises a Subscription Platform Service (*column 3, lines 50-65*).

**Claim 27:** Reunert et al and Zothner disclose the method as in claim 18 above, and Reunert further disclose wherein at least a portion of the one or more the security options is associated with default security parameters (*column 13, lines 19-25*).

**Claim 28:** Reunert et al and Zothner disclose the method as in claim 18 above, and Reunert further disclose that the method further comprising overriding the default security parameters with other security options of the one or more security options(*column 13, lines 1-15*).

**Claim 29:** Reunert et al and Zothner disclose the method as in claim 18 above, and Reunert further disclose that the method further comprising employing an intermediate proxy that places calls into a subscription platform service on behalf of another tenant(*column 4, lines 20-35*).

**Claim 31:** Reunert et al disclose a computer readable storage medium that stores a data packet that when transmitted facilitates communications between at least two components of a subscription platform service(*column 3, lines 50-60*), the data packet comprising

- i. an Application Programming Interface packet that is executed by a computing device having a processor and a memory to identify a first partner(*column 8, lines 20-45*);
- ii. a security credential packet to facilitate authorization of the first partner(*column 8, lines 20-45*) ; and
- ii. a security parameter packet inherited by a business object to facilitate access to a subscription platform database, wherein the security parameter packet includes at least a security parameter for conversion of a subscription of a

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subscriber from a second type associated with a second partner to a first type associated with the first partner, wherein the security parameter indicates allow ability of the first partner to convert the subscription from the second type to the first type (*column 8, lines 1-20; column 12, lines 47-54, lines 60-65*).

But does not explicitly disclose a security parameter packet inherited by a business object to facilitate access to a subscription platform database. However, Zothner discloses a method for notification subscription filtering based on user role, which further discloses a security parameter packet inherited by a business object to facilitate access to a subscription platform database(*column 17, Ines 53-65*). Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made for Reunert et al to include inheriting security options. One would have been motivated to do in order to reduce development cost (*see column 2, lines 62-67 of Zothner*).

**Claim 32:** Reunert et al disclose a computer readable storage medium having a data structure stored thereon, the data structure comprising

- iii. At least one security field indicating global security parameters in a subscription platform database, wherein the global security parameters include at least a security parameter for conversion of a subscription of a subscriber from a first type associated with a first tenant to a second type associated with a second tenant, wherein the security parameter for conversion indicates allow ability of the second tenant to convert the subscription from the first type to the second type  
*column 8, lines 1-20; column 12, lines 47-54, lines 60-65*);

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iv. At least one object field associated with an account in the database(*column 8, 20-45*); and

v. At least one class field to associate the at least one security field and the at least one object field (*column 8, lines 20-45*),

Reunert et al is silent about inheriting the security options by object members of the class.

However, Zothner discloses a method for notification subscription filtering based on user role, which further discloses:

Wherein an object in the at least one object field that is associated with the at least one class field inherits the at least one security parameter from the at least one class field (*column 9, line 55 to column 10, line 10; column 17, lines 53-65*).

Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made for Reunert et al to include inheriting security options. One would have been motivated to do in order to reduce development cost (see column 2, lines 62-67 of Zothner).

### ***Conclusion***

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Fatoumata Traore whose telephone number is (571) 270-1685. The examiner can normally be reached Monday through Thursday from 7:00 a.m. to 4:00 p.m. and every other Friday from 7:30 a.m. to 3:30 p.m.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nasser G. Moazzami, can be reached on (571) 272 4195. The fax phone number for



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Formal or Official faxes to Technology Center 2100 is (571) 273-8300. Draft or Informal faxes, which will not be entered in the application, may be submitted directly to the examiner at (571) 270-2685.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Group Receptionist whose telephone number is (571) 272-2100.

9. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Monday, August 23, 2010

/Fatoumata Traore/

Examiner, Art Unit 2436

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/Nasser Moazzami/

Supervisory Patent Examiner, Art Unit 2436